

**Beacon Lakes Community
Development District**

March 3, 2020

Agenda Package

Beacon Lakes Community Development District

Inframark, Infrastructure Management Services
210 N. University Drive • Suite 702 • Coral Springs, Florida 33071
Telephone: (954) 603-0033 • Fax: (954) 345-1292

February 25, 2020

Board of Supervisors
Beacon Lakes Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Beacon Lakes Community Development District will be held Tuesday, March 3, 2020 at 9:00 a.m. at 12400 NW 22nd Street, Miami, Florida. Following is the advance agenda for the meeting:

1. Call to Order
2. Approval of Agenda
3. Manager's Report
 - A. Approval of the Minutes of the January 7, 2020 Meeting
 - B. Acceptance of Financial Report dated January 2020
 - C. Consideration of the Fourth Amendment to the Kleinfelder Agreement
 - D. Consideration of Service Agreement Superior – Expansion Area
 - E. Consideration of the Proposed Changes to the First Amendment to Service Agreement – American Track
4. Engineer's Report
5. Attorney's Report
6. Public Comments
7. Supervisor Requests
8. Adjournment

All supporting documentation is enclosed or will be distributed at the meeting. The balance of the agenda is routine in nature. If you have any questions, please give me a call.

Sincerely,

Ken Cassel

Third Order of Business

3A.

**MINUTES OF MEETING
BEACON LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Beacon Lakes Community Development District was held on Tuesday, January 7, 2020 at 9:00 a.m. at 12400 N.W. 22nd Street, Miami, Florida.

Present and constituting a quorum were:

Scott Gregory	Chairman
Maricela Rodriguez	Vice-Chairman
Eva Arbelo	Assistant Secretary

Also present were:

Kenneth Cassel	District Manager
Michael Pawelczyk	District Counsel

FIRST ORDER OF BUSINESS

Roll Call

- Mr. Cassel called the meeting to order at 9:10 a.m. and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Approval of Agenda

- Mr. Cassel asked if there were any corrections, deletion or changes to the agenda as presented.

On MOTION by Mr. Gregory seconded by Ms. Arbelo with all in favor the agenda was approved as presented.

THIRD ORDER OF BUSINESS

Manager's Report

A. Approval of the Minutes of the November 5, 2019 Meeting

- Mr. Cassel asked if there were any corrections, deletion or changes to the minutes.
There being none,

On MOTION by Mr. Gregory seconded by Ms. Arbelo with all in favor the minutes of November 5, 2019 meeting were approved as presented.

B. Acceptance of Financial Report dated November 2019

- Mr. Cassel mentioned they should see a big spike in the December financials as they are a bit behind receiving the assessments compared to last year.
- Ms. Rodriguez asked if there is a budget per month for each expense. Mr. Cassel explained it is an annualized budget set up and each line item is not broken down.
- Mr. Pawelczyk provided the budget process to Ms. Rodriguez. He continued to state if they feel there is a need to move numbers around based on the field contracts then this will be presented to the Board in May.
- Mr. Cassel will have Mr. Inguanzo, the District Accountant, send a budget format which you can plug numbers in sent to Ms. Rodriguez.
- Discussion ensued regarding the expansion area.

On MOTION by Mr. Gregory seconded by Ms. Arbelo with all in favor the financials dated November 2019 were accepted.

C. ADA Website Compliance Proposals

- Mr. Cassel presented two proposals, one from Campus Suite and the other from VGlobal Tech for ADA website compliance.
- Both firms have been used for a few of the Districts managed by Inframark, but Campus Suite has the better pricing and has been more responsive. Their initial first year cost is a little over \$3,000 while VGlobal Tech is almost \$8,000.
- It is the recommendation of Mr. Cassel to go with Campus Suite.
- Mr. Gregory asked if it is just public groups website that must be ADA compliant. Mr. Cassel stated all governmental entities have to have an ADA compliant website. He noted a hotel and a fast food establishment were sued regarding not having an ADA compliant website.
- Mr. Pawelczyk provided how the websites that are ADA compliant work specifically for the visually impaired.
- Further discussion ensued regarding this matter.

On MOTION by Mr. Gregory seconded by Ms. Arbelo with all in the proposal from Campus Suite and authorizing District Counsel to prepare the agreement for signature was approved.

FOURTH ORDER OF BUSINESS**Ratification of Railroad Crossing Gate Repair Proposal**

- The proposal for the ratification of railroad crossing gate repair was presented. In discussion it was mentioned they did not have a budget line item for this, but they will need to look at what their average damages are and budget for that going forward.
- As they go through the year, they do have funds in the overall budget as they can reallocate line items as they go through the year if they do not exceed the total budget. If they need to, they can always appropriate funds from the fund balance and adjust the budget and a budget adjustment can be done at the end of the year.
- Mr. Cassel asked if they were able to determine who hit the gate, however this was not determined. Mr. Alvarez stated if it was reported to the police then there should be a police report

On MOTION by Mr. Gregory seconded by Ms. Arbelo with all in favor the railroad crossing gate repair proposal was ratified.

FIFTH ORDER OF BUSINESS**Engineer's Report**

- Mr. Alvarez distributed and reviewed the maps with the Board.
- He discussed the report which is meant to show at the end of 2019, but as of now the Capital Improvement Program will be considered completed with the acquisition of the completed infrastructure in the expansion area from the developer.
- Mr. Alvarez reviewed the table of costs which shows the amount of money each phase used from the construction account. Currently \$68.4 million dollars has been spent out of the construction funds with \$20,000 remaining in the account. He explained the purpose of the funds which remain in the account for additional expenses.
- He reviewed the CDD boundaries and all the numbers in the parcel that exist within the CDD.
- He reviewed exhibit #3, 4 and further discussion ensued on this matter.
- Mr. Alvarez provided another map which shows the areas the CDD is maintaining.

- There is some tweaking of some land being done in the mitigation area number three by 157th Avenue but may require some small transfer of land to the CDD.
- Exhibit #5 this the environmental tracts. He feels the CDD has environmental obligations and each one of the tracts is legally described and there are several agreements that the CDD has with the County or the maintenance contractors.
- Further discussion ensued on exhibit 6 and what they want because it shows the road, landscaping and irrigation maintenance that the CDD is responsible for.
- Mr. Gregory asked if there was any landscaping responsibility that the County has, and Mr. Alvarez indicated there was none. Further discussion ensued on this matter.
- Ms Rodriguez rode around with Raymond yesterday so he could show her all the CDD areas and stated there are still some questionable. Discussion ensued regarding the swales, medians and rights-of-way.

SIXTH ORDER OF BUSINESS

Attorney's Report

- Mr. Pawelczyk stated Mr. Alvarez will coordinate with Mr. Glazier.

SEVENTH OF ORDER OF BUSINESS

Public Comments

- There being no public, the next agenda item followed.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

- None

NINTH ORDER OF BUSINESS

Adjournment

- There being no further business,

On MOTION by Ms. Arbelo seconded by Mr. Gregory with all in favor the meeting adjourned.
--

Kenneth Cassel, Secretary

Chairperson/Vice Chairperson

3B.

MEMORANDUM

TO: Board of Supervisors
FROM: Sergio Inguanzo, District Accountant
CC: Ken Cassel, District Manager
DATE: March 3, 2020
SUBJECT: January 2020 Financial Report

Please find enclosed the January 2020 financials for Beacon Lakes CDD. To assist with your review, below is some information on each of the District's major funds. Should you have any other questions or require additional information, please do not hesitate to contact me at Sergio.Inguanzo@inframark.com.

Finance Report

General Fund

- Total expenditures through January were approximately 34% of the annual budget with the following notes for the fiscal year:
 - ProfServ-Engineering-Alvarez Engineers fees thru December 2019
 - Legal Advertising – Notice of Landowners' Meeting
 - Misc-Property Taxes – Miami-Dade County Tax Collector, 2019 property taxes
 - Contracts-Other Services – CSX Transportation crossing signal annual fee
 - Contracts-Canal Maint/Cleaning – Quarterly portion charged to Pan American West POA and will be in line with budget in March 2020
 - Electricity – General – FPL year-to-date
 - R&M-General – Superior Landscape, Dec & Jan extra porter fees \$4,260
 - R&M-Grounds – Superior Landscape, Dec & Jan extra mowing services \$10,889
 - R&M-Mitigation – Kleinfelder 9/23-10/20/19
 - R&M-Railroad Crossing – American Track Generations LLC, warning system repair \$2,014; railroad crossing repairs due to accidents \$2,734 & \$3,195

**Beacon Lakes
Community Development District**

Financial Report

January 31, 2020



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**Beacon Lakes
Community Development District**

Financial Statements

(Unaudited)

January 31, 2020

Balance Sheet
January 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2003 DEBT SERVICE FUND	SERIES 2007 DEBT SERVICE FUND	SERIES 2007 CAPITAL PROJECTS FUND	TOTAL
<u>ASSETS</u>					
Cash - Checking Account	\$ 387,923	\$ -	\$ -	\$ -	\$ 387,923
Accounts Receivable	7,259	-	-	-	7,259
Due From Other Funds	-	200,673	76,472	-	277,145
Investments:					
Money Market Account	1,353,785	-	-	-	1,353,785
Acquisition Fund	-	-	-	30,535	30,535
Reserve Fund B	-	-	9,219	-	9,219
Revenue Fund	-	-	8,875	-	8,875
Deposits	144	-	-	-	144
TOTAL ASSETS	\$ 1,749,111	\$ 200,673	\$ 94,566	\$ 30,535	\$ 2,074,885
<u>LIABILITIES</u>					
Accounts Payable	\$ 6,691	\$ -	\$ -	\$ -	\$ 6,691
Accrued Expenses	8,700	-	-	-	8,700
Due To Other Funds	277,145	-	-	-	277,145
TOTAL LIABILITIES	292,536	-	-	-	292,536
<u>FUND BALANCES</u>					
Restricted for:					
Debt Service	-	200,673	94,566	-	295,239
Capital Projects	-	-	-	30,535	30,535
Assigned to:					
Operating Reserves	180,854	-	-	-	180,854
Reserves - Irrigation System	72,277	-	-	-	72,277
Unassigned:	1,203,444	-	-	-	1,203,444
TOTAL FUND BALANCES	\$ 1,456,575	\$ 200,673	\$ 94,566	\$ 30,535	\$ 1,782,349
TOTAL LIABILITIES & FUND BALANCES	\$ 1,749,111	\$ 200,673	\$ 94,566	\$ 30,535	\$ 2,074,885

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ 7,000	\$ 2,332	\$ 5,507	\$ 3,175	78.67%
Interest - Tax Collector	-	-	558	558	0.00%
Special Assmnts- Tax Collector	759,943	706,493	711,543	5,050	93.63%
Special Assmnts- Discounts	(30,398)	(28,260)	(3,259)	25,001	10.72%
TOTAL REVENUES	736,545	680,565	714,349	33,784	96.99%

EXPENDITURES**Administration**

ProfServ-Dissemination Agent	1,500	-	-	-	0.00%
ProfServ-Engineering	23,000	7,667	11,143	(3,476)	48.45%
ProfServ-Legal Services	27,485	9,161	6,490	2,671	23.61%
ProfServ-Mgmt Consulting Serv	58,038	19,346	19,346	-	33.33%
ProfServ-Special Assessment	9,107	9,107	9,107	-	100.00%
Auditing Services	5,200	-	-	-	0.00%
Postage and Freight	600	200	157	43	26.17%
Insurance - General Liability	13,836	13,836	4,500	9,336	32.52%
Insurance - Vehicle	-	-	500	(500)	0.00%
Public Officials Insurance	-	-	6,286	(6,286)	0.00%
Printing and Binding	1,800	600	500	100	27.78%
Legal Advertising	500	430	429	1	85.80%
Misc-Admin Fee (%)	3,734	3,734	-	3,734	0.00%
Misc-Property Taxes	1,304	1,304	5,828	(4,524)	446.93%
Misc-Assessmnt Collection Cost	7,599	7,065	7,317	(252)	96.29%
Misc-Contingency	250	100	58	42	23.20%
Misc-Web Hosting	15,000	500	500	-	3.33%
Office Supplies	325	108	44	64	13.54%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	169,453	73,333	72,380	953	42.71%

Field

ProfServ-Field Management	48,000	16,000	16,000	-	33.33%
Contracts-Janitorial Services	51,660	17,220	17,220	-	33.33%
Contracts-Other Services	1,701	1,701	1,701	-	100.00%
Contracts-Water Analysis	19,300	3,600	-	3,600	0.00%
Contracts-Wetland Mitigation	31,235	10,412	10,412	-	33.33%
Contracts-Landscape	191,652	63,884	63,884	-	33.33%
Contracts-Canal Maint/Cleaning	39,255	13,085	13,915	(830)	35.45%
Contracts-Railroad Crossing	18,552	6,184	6,184	-	33.33%
Electricity - General	10,000	3,333	3,949	(616)	39.49%
R&M-General	12,000	4,000	6,572	(2,572)	54.77%

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
R&M-Canals	5,667	1,889	-	1,889	0.00%
R&M-Fertilizer	6,000	-	-	-	0.00%
R&M-Grounds	18,800	6,267	13,289	(7,022)	70.69%
R&M-Irrigation	30,000	10,000	5,568	4,432	18.56%
R&M-Mulch	25,000	-	-	-	0.00%
R&M-Trees and Trimming	30,000	10,000	-	10,000	0.00%
R&M-Mitigation	13,000	4,333	8,145	(3,812)	62.65%
R&M-Railroad Crossing	100	100	7,943	(7,843)	7943.00%
Misc-Hurricane Expense	11,000	-	-	-	0.00%
Total Field	562,922	172,008	174,782	(2,774)	31.05%
TOTAL EXPENDITURES	732,375	245,341	247,162	(1,821)	33.75%
Excess (deficiency) of revenues					
Over (under) expenditures	4,170	435,224	467,187	31,963	n/a
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	4,170	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	4,170	-	-	-	0.00%
Net change in fund balance	\$ 4,170	\$ 435,224	\$ 467,187	\$ 31,963	n/a
FUND BALANCE, BEGINNING (OCT 1, 2019)	989,388	989,388	989,388		
FUND BALANCE, ENDING	\$ 993,558	\$ 1,424,612	\$ 1,456,575		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ -	\$ -	\$ -	\$ -	0.00%
Special Assmnts- Tax Collector	217,556	194,103	203,700	9,597	93.63%
Special Assmnts- Discounts	(8,702)	(7,764)	(933)	6,831	10.72%
TOTAL REVENUES	208,854	186,339	202,767	16,428	97.09%
EXPENDITURES					
Administration					
Misc-Assessmnt Collection Cost	2,176	1,941	2,095	(154)	96.28%
Total Administration	2,176	1,941	2,095	(154)	96.28%
Debt Service					
Debt Retirement - Other	206,678	-	-	-	0.00%
Total Debt Service	206,678	-	-	-	0.00%
TOTAL EXPENDITURES	208,854	1,941	2,095	(154)	1.00%
Excess (deficiency) of revenues Over (under) expenditures	-	184,398	200,672	16,274	0.00%
Net change in fund balance	\$ -	\$ 184,398	\$ 200,672	\$ 16,274	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2019)	1	(2,883)	1		
FUND BALANCE, ENDING	\$ 1	\$ 181,515	\$ 200,673		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ -	\$ -	\$ 41	\$ 41	0.00%
Special Assmnts- Tax Collector	96,718	86,292	90,558	4,266	93.63%
Special Assmnts- Discounts	(3,869)	(3,452)	(415)	3,037	10.73%
TOTAL REVENUES	92,849	82,840	90,184	7,344	97.13%
EXPENDITURES					
Administration					
ProfServ-Trustee Fees	8,742	5,700	5,609	91	64.16%
Misc-Assessmnt Collection Cost	967	863	931	(68)	96.28%
Total Administration	9,709	6,563	6,540	23	67.36%
Debt Service					
Debt Retirement Series B	5,000	-	-	-	0.00%
Debt Retirement - Other	70,390	-	-	-	0.00%
Interest Expense Series B	7,750	3,875	3,875	-	50.00%
Total Debt Service	83,140	3,875	3,875	-	4.66%
TOTAL EXPENDITURES	92,849	10,438	10,415	23	11.22%
Excess (deficiency) of revenues Over (under) expenditures	-	72,402	79,769	7,367	0.00%
OTHER FINANCING SOURCES (USES)					
Operating Transfers-Out	-	-	(39)	(39)	0.00%
TOTAL FINANCING SOURCES (USES)	-	-	(39)	(39)	0.00%
Net change in fund balance	\$ -	\$ 72,402	\$ 79,730	\$ 7,328	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2019)	14,836	14,836	14,836		
FUND BALANCE, ENDING	\$ 14,836	\$ 87,238	\$ 94,566		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ -	\$ -	\$ 8,946	\$ 8,946	0.00%
TOTAL REVENUES	-	-	8,946	8,946	0.00%
EXPENDITURES					
Construction In Progress					
Construction in Progress B	-	-	2,582,978	(2,582,978)	0.00%
Total Construction In Progress	-	-	2,582,978	(2,582,978)	0.00%
TOTAL EXPENDITURES	-	-	2,582,978	(2,582,978)	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	-	(2,574,032)	(2,574,032)	0.00%
OTHER FINANCING SOURCES (USES)					
Interfund Transfer - In	-	-	39	39	0.00%
TOTAL FINANCING SOURCES (USES)	-	-	39	39	0.00%
Net change in fund balance	\$ -	\$ -	\$ (2,573,993)	\$ (2,573,993)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2019)	-	-	2,604,528		
FUND BALANCE, ENDING	\$ -	\$ -	\$ 30,535		

**Beacon Lakes
Community Development District**

Supporting Schedules

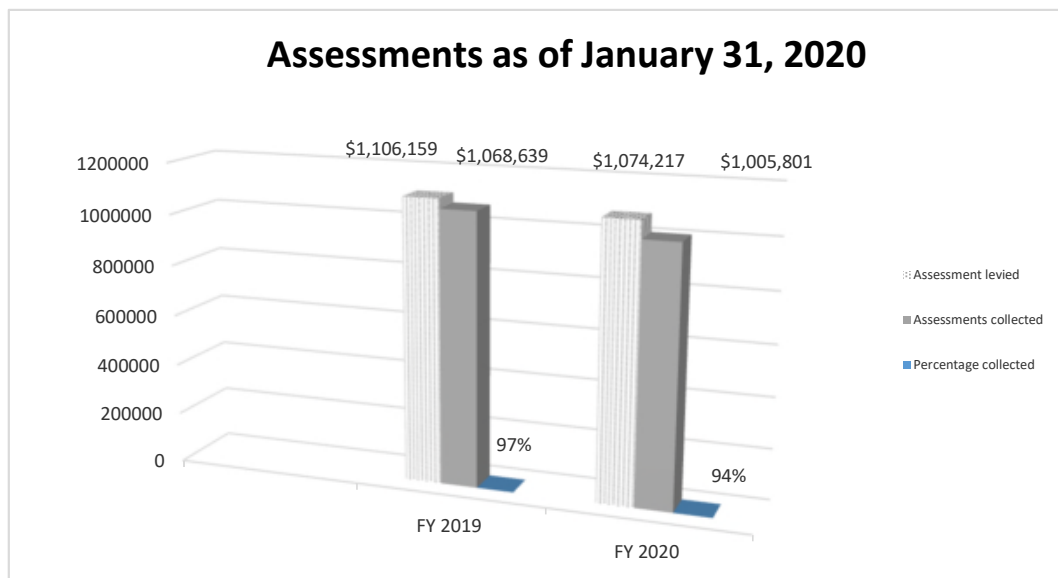
January 31, 2020

**Non-Ad Valorem Special Assessments
(Miami-Dade County - Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2020**

					ALLOCATION BY FUND		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	2003 Debt Service Fund	2007 Debt Service Fund
Assessments Levied				\$ 1,074,217	\$ 759,943	\$ 217,556	\$ 96,718
Allocation %				100%	70.74%	20.25%	9.00%
11/22/19	\$ 10,595	\$ 487	\$ 112	\$ 11,194	\$ 7,919	\$ 2,267	\$ 1,008
12/03/19	54,387	2,266	572	57,226	40,484	11,590	5,152
12/10/19	726,783	306	7,647	734,736	519,781	148,803	66,153
12/23/19	176,388	839	1,782	179,009	126,638	36,254	16,117
01/10/20	22,698	709	229	23,637	16,722	4,787	2,128
TOTAL	\$ 990,852	\$ 4,607	\$ 10,342	\$ 1,005,801	\$ 711,543	\$ 203,700	\$ 90,558

% COLLECTED	93.6%	93.6%	93.6%	93.6%
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TOTAL OUTSTANDING	\$ 68,416	\$ 48,400	\$ 13,856	\$ 6,160
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Cash & Investment Report
January 31, 2020

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
OPERATING FUND			
Operating - Super Checking Non-Profit Account	CenterState	0.00%	\$ 387,923
		Subtotal	<u>387,923</u>
Public Funds Money Market Account	BankUnited	1.50%	1,353,785
		Subtotal	<u>1,353,785</u>
DEBT SERVICE AND CAPITAL PROJECT FUNDS			
Series 2007B Acquisition & Construction Acct	U.S. Bank	1.15%	30,535
Series 2007B Reserve Account	U.S. Bank	1.15%	9,219
Series 2007B Revenue Acct	U.S. Bank	1.15%	8,875
		Subtotal	<u>48,629</u> (1)
		Total	<u><u>\$ 1,790,337</u></u>

NOTE 1 - U.S. BANK OPEN ENDED MONTHLY COMMERCIAL PAPER MANUAL SWEEP.

Beacon Lakes CDD

Bank Reconciliation

Bank Account No. 5106 CenterState Bank GF
Statement No. 01-20
Statement Date 1/31/2020

G/L Balance (LCY)	387,922.82	Statement Balance	475,774.40
G/L Balance	387,922.82	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	475,774.40
Subtotal	387,922.82	Outstanding Checks	87,851.58
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	387,922.82	Ending Balance	387,922.82
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
2/19/2019	Payment	2764	DEA SOUTH FL LLC	45,895.34	0.00	45,895.34
2/19/2019	Payment	2765	DEA SOUTH FL LLC	3,215.63	0.00	3,215.63
12/6/2019	Payment	2902	PROLOGIS	4,000.00	0.00	4,000.00
1/28/2020	Payment	2924	GREENSCAPE LANDSCAPE MAINT CORP	475.86	0.00	475.86
1/28/2020	Payment	2925	SUPERIOR LANDSCAPING	5,444.67	0.00	5,444.67
1/28/2020	Payment	2926	U.S. BANK N.A.	8,872.78	0.00	8,872.78
1/29/2020	Payment	2927	INFRAMARK, LLC	5,167.30	0.00	5,167.30
1/29/2020	Payment	2928	KLEINFELDER	4,500.00	0.00	4,500.00
1/31/2020	Payment	2929	ALVAREZ ENGINEERS,INC.	8,245.00	0.00	8,245.00
1/31/2020	Payment	2930	BILLING,COCHRAN, & RAMSEY	2,035.00	0.00	2,035.00
Total Outstanding Checks.....				87,851.58		87,851.58

Series 2007 Special Assessment Bonds**1. Recap of Capital Project Fund Activity Through January 31, 2020**

Opening Balance in Construction Account 8/20/2007		\$	22,835,770
Source of Funds: Interest Earned			867,248
Transfer from Series 2003 Redemption Fund 08/20/07			142,159
Developer construction reimbursement to CDD	10/10/2008		53,369
Mitigation Credit fr Codina Development	8/27/2009		233,750
Transfer to Series 2007A (FPL Broker Commission)	8/27/2013		(142,159)
CSX material credit	9/4/2014		731
Transfer from 2003 Construction Account			1,355,213
Transfer from 2007 A Reserve Account			134,514
Transfer from 2007 B Reserve Account			55,734
Disbursements:			
	To Vendors		25,315,988
	Cost of Issuance		188,904
Adjusted Balance in Construction Account @ January 31, 2020		\$	<u>30,535</u>

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 12/1/19 to 1/31/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CENTERSTATE BANK GF - (ACCT# XXXXX5106)									
Check	2899	12/03/19	Vendor	INFRAMARK, LLC	46452	11/18 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,836.50
Check	2899	12/03/19	Vendor	INFRAMARK, LLC	46452	11/18 MANAGEMENT FEES	Postage and Freight	001-541006-51301	\$4.00
Check	2899	12/03/19	Vendor	INFRAMARK, LLC	46452	11/18 MANAGEMENT FEES	Printing and Binding	001-547001-51301	\$289.60
Check	2899	12/03/19	Vendor	INFRAMARK, LLC	46452	11/18 MANAGEMENT FEES	Office Supplies	001-551002-51301	\$44.00
Check	2899	12/03/19	Vendor	INFRAMARK, LLC	46452	11/18 MANAGEMENT FEES	Misc-Web Hosting	001-549915-51301	\$125.00
Check	2900	12/06/19	Vendor	FLORIDA POWER AND LIGHT- ACH	113019-87318	ACCT# 66333-87318 10/31-11/30/19	Electricity - General	001-543006-53901	\$190.32
Check	2901	12/06/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19707	12/19 LANDSCAPE MAINT COMMON AREA	Contracts-Landscape	001-534050-53901	\$1,100.00
Check	2901	12/06/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19706	12/19 LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$14,871.00
Check	2902	12/06/19	Vendor	PROLOGIS	120119	12/19 MANAGEMENT FEES	ProfServ-Field Management	001-531016-53901	\$4,000.00
Check	2903	12/09/19	Vendor	BILLING, COCHRAN, & RAMSEY	159368	LEGAL SERVICE FOR 10/19	ProfServ-Legal Services	001-531023-51401	\$1,815.00
Check	2904	12/09/19	Vendor	GREENSLEEVES, INC	16467	12/19 MONTHLY WETLAND MAINT	Contracts-Wetland Mitigation	001-534049-53901	\$2,602.95
Check	2905	12/09/19	Vendor	USA SWEEPING INC	28218	PORTER SERVICE 11/19	Contracts-Janitorial Services	001-534026-53901	\$687.00
Check	2906	12/11/19	Vendor	AMERICAN TRACK GENERATIONS LLC	AR19-2046	RAILROAD CROSSING REPAIRS	R&M Railroad Crossing	001-546158-53901	\$2,734.00
Check	2907	12/19/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19075	IRRIGATION WORK	R&M-Irrigation	001-546041-53901	\$1,228.98
Check	2908	12/19/19	Vendor	USA SWEEPING INC	28233	12/19 PORTER SERVICE	Contracts-Janitorial Services	001-534026-53901	\$4,305.00
Check	2908	12/19/19	Vendor	USA SWEEPING INC	28219	12/19 PORTER SERVICES	Contracts-Janitorial Services	001-534026-53901	\$2,130.00
Check	2909	12/20/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19897	IRRIGATION 12/19	R&M-Irrigation	001-546041-53901	\$316.53
Check	2909	12/20/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19900	IRRIGATION COMMON AREAS	R&M-Irrigation	001-546041-53901	\$227.35
Check	2909	12/20/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19905	INSTALLATION OF 500 SUNPATIENS FLOWERS	R&M-General	001-546001-53901	\$1,625.00
Check	2909	12/20/19	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19907	IRRIGATION WORK MAIN PUMP	R&M-Irrigation	001-546041-53901	\$786.69
Check	2910	12/27/19	Vendor	BEACON LAKES CDD	12192019 5106	EXCESS CASH DUE TO ASSESSMENTS COLLECTIONS	Due From Other Funds	131000	\$680,000.00
Check	2911	12/27/19	Vendor	CSX TRANSPORTATION	8383145	CROSSING SIGNAL ANNUAL FEE	Contracts-Other Services	001-534033-53901	\$1,701.00
Check	2912	12/30/19	Vendor	SUPERIOR LANDSCAPING	59926	MAINT SERVICE	Contracts-Canal Maint/Cleaning	001-534115-53901	\$5,444.67
Check	2912	12/30/19	Vendor	SUPERIOR LANDSCAPING	5608	12/19 LANDSCAPE MAINT	Contracts-Canal Maint/Cleaning	001-534115-53901	\$4,101.83
Check	2912	12/30/19	Vendor	SUPERIOR LANDSCAPING	59050	11/19 LANDSCAPE MAINT	Contracts-Canal Maint/Cleaning	001-534115-53901	\$4,101.83
Check	2913	12/30/19	Vendor	INFRAMARK, LLC	47374	12/19 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,836.50
Check	2913	12/30/19	Vendor	INFRAMARK, LLC	47374	12/19 MANAGEMENT FEES	Postage and Freight	001-541006-51301	\$8.50
Check	2913	12/30/19	Vendor	INFRAMARK, LLC	47374	12/19 MANAGEMENT FEES	Printing and Binding	001-547001-51301	\$11.85
Check	2913	12/30/19	Vendor	INFRAMARK, LLC	47374	12/19 MANAGEMENT FEES	Misc-Web Hosting	001-549915-51301	\$125.00
Check	2913	12/30/19	Vendor	INFRAMARK, LLC	47374	12/19 MANAGEMENT FEES	ProfServ-Special Assessment	001-531038-51301	\$9,107.00
Check	2914	01/02/20	Vendor	BILLING, COCHRAN, & RAMSEY	159853	LEGAL SERVICE FOR 11/19	ProfServ-Legal Services	001-531023-51401	\$2,640.00
Check	2915	01/02/20	Vendor	KLEINFELDER	001259794	MITIGATION SERVICE 9/23-10/20/19	R&M-Mitigation	001-546100-53901	\$3,645.00
Check	2916	01/07/20	Vendor	FEDERAL EXPRESS	6-884-03569	SERVICE FOR 12/26/19	Postage and Freight	001-541006-51301	\$27.40
Check	2917	01/07/20	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19938	1/20 LANDSCAPE MAINT	Contracts-Landscape	001-534050-53901	\$14,871.00
Check	2917	01/07/20	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	19982	12/19 IRRIGATION COMMON AREAS	R&M-Irrigation	001-546041-53901	\$1,110.24
Check	2918	01/08/20	Vendor	FLORIDA POWER AND LIGHT- ACH	123119-87318	ACCT# 66333-87318 11/30-12/31/19	Electricity - General	001-543006-53901	\$218.91
Check	2919	01/09/20	Vendor	AMERICAN TRACK GENERATIONS LLC	AR20-0060	11/19-12/19 SIGNAL MAINT/INSPECTION	R&M Railroad Crossing	001-546158-53901	\$1,546.00
Check	2919	01/09/20	Vendor	AMERICAN TRACK GENERATIONS LLC	AR20-0060	11/19-12/19 SIGNAL MAINT/INSPECTION	R&M Railroad Crossing	001-546158-53901	\$1,546.00
Check	2919	01/09/20	Vendor	AMERICAN TRACK GENERATIONS LLC	AR20-0061	ACCIDENT REPAIRS	R&M Railroad Crossing	001-546158-53901	\$3,195.00
Check	2920	01/13/20	Vendor	GREENSLEEVES, INC	16496	1/2020 MONTHLY WETLAND MAINT	Contracts-Wetland Mitigation	001-534049-53901	\$2,602.95

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 12/1/19 to 1/31/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
Check	2921	01/14/20	Vendor	FEDERAL EXPRESS	6-890-37775	SERVICE FOR 12/26/19	Postage and Freight	001-541006-51301	\$29.70
Check	2922	01/16/20	Vendor	USA SWEEPING INC	28480	1/2020 PORTER SERVICE	Contracts-Janitorial Services	001-534026-53901	\$2,130.00
Check	2922	01/16/20	Vendor	USA SWEEPING INC	28494	1/2020 PORTER SERVICE	Contracts-Janitorial Services	001-534026-53901	\$4,305.00
Check	2923	01/22/20	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	20043	IRRIGATION COMMON AREAS	R&M-Irrigation	001-546041-53901	\$1,119.52
Check	2924	01/28/20	Vendor	GREENSCAPE LANDSCAPE MAINT CORP	20049	IRRIGATION COMMON AREAS	R&M-Irrigation	001-546041-53901	\$475.86
Check	2925	01/28/20	Vendor	SUPERIOR LANDSCAPING	59984	JAN 2020 MAINT SVC	Contracts-Canal Maint/Cleaning	001-534115-53901	\$5,444.67
Check	2926	01/28/20	Vendor	U.S. BANK N.A.	01242020-5106	SERIES 2007 - TRSF ASSESSMENTS	Due From Other Funds	131000	\$8,872.78
Check	2927	01/29/20	Vendor	INFRAMARK, LLC	48214	1/2020 MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$4,836.50
Check	2927	01/29/20	Vendor	INFRAMARK, LLC	48214	1/2020 MGMT FEES	Postage and Freight	001-541006-51301	\$7.00
Check	2927	01/29/20	Vendor	INFRAMARK, LLC	48214	1/2020 MGMT FEES	Printing and Binding	001-547001-51301	\$198.80
Check	2927	01/29/20	Vendor	INFRAMARK, LLC	48214	1/2020 MGMT FEES	Misc-Web Hosting	001-549915-51301	\$125.00
Check	2928	01/29/20	Vendor	KLEINFELDER	001266373	MITIGATION SERVICE 11/19-12/15/19	R&M-Mitigation	001-546100-53901	\$4,500.00
Check	2929	01/31/20	Vendor	ALVAREZ ENGINEERS, INC.	5368	11/19-1/8/2020	ProfServ-Engineering	001-531013-51501	\$8,245.00
Check	2930	01/31/20	Vendor	BILLING, COCHRAN, & RAMSEY	160308	12/19-12/26/19	ProfServ-Legal Services	001-531023-51401	\$2,035.00
ACH	DD1232	12/06/19	Vendor	FLORIDA POWER AND LIGHT- ACH	112519-06312 ACH	ACCT# 90864-06312 10/25-11/25/19	Electricity - General	001-543006-53901	\$17.33
ACH	DD1233	12/06/19	Vendor	FLORIDA POWER AND LIGHT- ACH	112519-63214 ACH	ACCT# 73162-63214 10/25-11/25/19	Electricity - General	001-543006-53901	\$11.13
ACH	DD1234	12/06/19	Vendor	FLORIDA POWER AND LIGHT- ACH	112519-05229 ACH	ACCT# 04825-05229 10/25-11/25/19	Electricity - General	001-543006-53901	\$321.06
ACH	DD1235	12/06/19	Vendor	FLORIDA POWER AND LIGHT- ACH	112519-41012 ACH	ACCT# 13125-41012 10/25-11/25/19	Electricity - General	001-543006-53901	\$83.64
ACH	DD1236	12/06/19	Vendor	FLORIDA POWER AND LIGHT- ACH	112519-89141 ACH	ACCT# 71720-89141 10/25-11/25/19	Electricity - General	001-543006-53901	\$24.57
ACH	DD1237	12/06/19	Vendor	FLORIDA POWER AND LIGHT- ACH	112519-46545 ACH	ACCT# 04897-46545 10/25-11/25/19	Electricity - General	001-543006-53901	\$443.69
ACH	DD1238	01/06/20	Vendor	FLORIDA POWER AND LIGHT- ACH	122619-63214 ACH	ACCT# 73162-63214 11/25-12/26/19	Electricity - General	001-543006-53901	\$11.16
ACH	DD1239	01/06/20	Vendor	FLORIDA POWER AND LIGHT- ACH	122619-41012 ACH	ACCT# 13125-41012 11/25-12/26/19	Electricity - General	001-543006-53901	\$82.95
ACH	DD1240	01/06/20	Vendor	FLORIDA POWER AND LIGHT- ACH	122619-89141 ACH	ACCT# 71720-89141 11/25-12/26/19	Electricity - General	001-543006-53901	\$24.34
ACH	DD1241	01/06/20	Vendor	FLORIDA POWER AND LIGHT- ACH	122619-46545 ACH	ACCT# 04897-46545 11/25-12/26/19	Electricity - General	001-543006-53901	\$464.34
ACH	DD1242	01/06/20	Vendor	FLORIDA POWER AND LIGHT- ACH	122619-06312 ACH	ACCT# 90864-06312 11/25-12/26/19	Electricity - General	001-543006-53901	\$17.80
ACH	DD1243	01/06/20	Vendor	FLORIDA POWER AND LIGHT- ACH	122619-05229 ACH	04825-05229 11/25-12/26/19	Electricity - General	001-543006-53901	\$325.16
Account Total									\$828,911.60

Total Amount Paid	\$828,911.60
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Total Amount Paid - Breakdown by Fund	
Fund	Amount
General Fund - 001	820,038.82
Series 2007 Debt Service Fund - 202	8,872.78
Total	828,911.60

3C.

**FOURTH AMENDMENT AND EXTENSION TO
SERVICE AGREEMENT (Mitigation Monitoring)**

THIS FOURTH AMENDMENT AND EXTENSION TO SERVICE AGREEMENT (the “Fourth Amendment”) is entered into as of the ____ day of _____, 2020, by and between:

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, having an address of 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 (the “District”);

and

KLEINFELDER, INC., a California corporation authorized to do business in the State of Florida, whose local business address is 1907 N. U.S. Highway 301, Suite 100, Tampa, Florida 33619 (the “Consultant”).

WHEREAS, Consultant and District entered into a Service Agreement (Mitigation Monitoring), dated April 23, 2015, as amended by the First Amendment to Service Agreement, dated August 4, 2017, as amended by the Second Amendment to Services Agreement, dated June 6, 2018, and as further amended by the Third Amendment to Services Agreement, dated September 9, 2019 with respect to the provision of mitigation monitoring and reporting services throughout the District (collectively, the “Agreement”); and

WHEREAS, Consultant and District have agreed to amend the Agreement to provide for certain mitigation inspections, monitoring, and reporting services during the 2020 calendar year, as described in the Consultant’s proposal for services, dated January 8, 2020 (the “2020 Services Proposal”), which 2020 Services Proposal is attached hereto and made a part hereof as Exhibit A-4.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The parties agree that the foregoing recitals are true and correct and are hereby incorporated into this First Amendment.

SECTION 2. The Services to be performed under the Agreement are hereby supplemented with those services and work more particularly described in the 2020 Services Proposal. Compensation for said services and work shall be as is more particularly set forth in the 2020 Services Proposal, but shall not exceed \$9,000.00 for services provided during calendar year 2020.

SECTION 3. Except as otherwise set forth in this Fourth Amendment, all other terms of the original Agreement between the parties, as amended, are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

IN WITNESS WHEREOF, the parties execute this Fourth Amendment to Service Agreement and further agree that it shall take effect retroactively on January 1, 2020.

**BEACON LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print name: _____
District Manager

_____ day of _____, 2020

**KLEINFELDER, INC., a California
corporation**

Print Name

By: _____
Print: _____
Title: _____

Print Name

_____ day of _____, 2020

(CORPORATE SEAL)

Exhibit A-3

2020 Services Proposal



January 8, 2020

Kleinfelder Proposal No.: TAM20P105747

Beacon Lakes Community Development District
 Attention: District Engineer Juan R. Alvarez, PE
 Mr. Alvarez Engineers, Inc.
 10305 NW 41 St., Suite 103
 Doral, Florida 33178

**SUBJECT: Proposal for Mitigation Services- CY2020
 Beacon Lakes Mitigation Areas
 Miami-Dade County, Florida**

Dear Mr. Alvarez:

Kleinfelder is pleased to provide this proposal to assist the District Engineer for the Beacon Lakes Community Development District (Client) with additional mitigation monitoring and reporting services for the referenced project.

BACKGROUND AND PROJECT UNDERSTANDING

Since 2009, Kleinfelder has performed the Beacon Lakes mitigation monitoring and reporting requirements approved under the following permits:

1. U.S. Army Corps of Engineers (USACE) Individual Permit SAJ-2002-4205.
2. South Florida Water Management District (SFWMD) Environmental Resource Permit #13-01964-P.
3. Miami-Dade County Department of Environmental Resources Management (DERM) Class IV Permit FW 01-021.

The proposed monitoring event for the Beacon Lakes mitigation areas (**Attachment 1: Release Map**) is as follows:

Mitigation Area ID	USACE Status	SFWMD Status	DERM Status	Acreage
Mitigation Area #1 (multiple components)				
Tree Island A	Released 2015	Released 2015	Released 2015	9.73
Tree Island B	Released 2015	Released 2015	Released 2015	1.26
Littoral Area A	Released 2015	Released 2015	Released 2015	7.16
Littoral Area B	Released 2015	Released 2015	Released 2015	0.14
Littoral Area C (Chara Pond)	Released 2015	Released 2015	Released 2015	1.55
Littoral Area D	Released 2015	Released 2015	Released 2015	0.18
Mitigation Area #2	Released 2015	Released 2015	Released 2015	10.42
Mitigation Area #3	8 th Annual	Released 2015	8 th Annual	14.41
Environmental Corridor	Released 2015	Released 2015	Released 2015	2.23
Wetland Creation Area	8 th Annual	Released 2015	8 th Annual	1.13
Total				48.21

As detailed above, the majority of the mitigation areas were successfully released from monitoring and reporting requirements in 2015. Due to permitting activities associated with Mitigation Area #3, the two (2) remaining mitigation areas, Mitigation Area #3 and Wetland Creation Area, were not eligible for release in 2019. As such, both the DERM quarterly inspections and the 2020 Annual Monitoring and Reporting, along with the quarterly mitigation area inspections, will need to occur as required by the referenced permits for the foreseeable future.

SCOPE OF SERVICES

Task 1: DERM QUARTERLY INSPECTIONS

Pursuant to the DERM Class IV permit, quarterly qualitative vegetation monitoring inspections to identify nuisance/exotic vegetation encroachment are required. This task includes four quarterly inspections for calendar year 2020, beginning with Quarter 1 (January to March). As a portion of these inspections, Kleinfelder will continue to coordinate with the Maintenance Contractor under contract by the Client, Greensleeves, Inc., to ensure that the mitigation areas are maintained in a condition to enable release (<5% coverage by nuisance vegetation).

Task 2: 2020 ANNUAL MONITORING AND REPORTING

This includes the 2020 annual monitoring event and reporting required by DERM, SFWMD and the Corps for the remaining Beacon Lakes mitigation areas, Mitigation Area #3 and Wetland Creation Area.

Fees

Kleinfelder proposes to complete the scope of services discussed herein on a lump sum fee basis as summarized below:

Task	Description	Estimated Fee
1	DERM Quarterly Inspections	\$6,000.00
2	2020 Annual Monitoring and Reporting	\$3,000.00
Total Estimated Fees		\$9,000.00

CONFIDENTIALITY

Kleinfelder will hold confidential business or technical information obtained or generated during the performance of our scope of services. We will not disclose such information without the written authorization of Client, except to the extent required for: performance of services proposed herein; compliance with professional standards of conduct for the preservation of public health, safety, and welfare; compliance with court order or government directive; and protection of Kleinfelder against claims arising from performance of the services proposed herein.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 45 days from the date of this proposal, unless a longer period is specifically required by the RFP in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

AUTHORIZATION/CLOSING

This proposal is an agreement for our services as defined herein. If the proposed scope of services and estimated fee meet your needs, it is anticipated that we will be authorized to begin work upon the receipt of a purchase order number.

If there is a need for any modification of the scope of services contemplated herein, please contact us. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes. If additional work is determined to be necessary, it will be provided as authorized through additional work orders.

We thank you again for the opportunity to submit this proposal and look forward to working on this project with you. Please do not hesitate to contact us should you have any questions or comments.

Sincerely,

KLEINFELDER SOUTHEAST, INC.



Cuthbert Hutton
Staff Professional II



Ed Murawski
Program Manager

cc: Jason Hunt, Kleinfelder Inc.
Adam Peterson, Kleinfelder Inc.
File

**AUTHORIZATION TO PROCEED
ADDITIONAL MITIGATION SERVICES
BEACON LAKES
PROPOSAL FOR ENVIRONMENTAL SERVICES
(PROPOSAL #TAM20P105747)
January 8, 2020**

COMPANY: _____

AUTHORIZED BY (PRINT NAME AND TITLE): _____

SIGNATURE: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

DATE: _____

KLEINFELDER SOUTHEAST, INC.

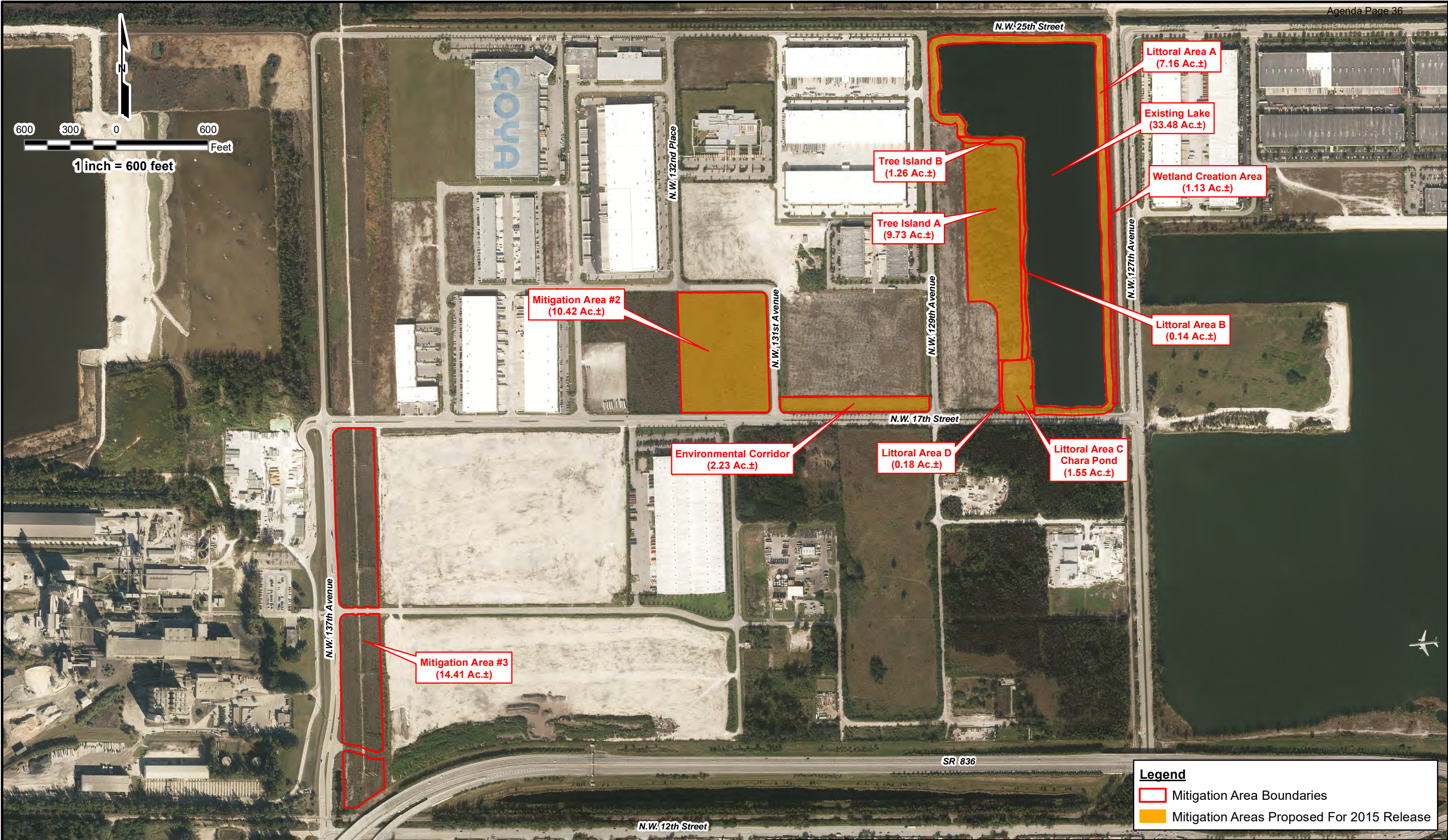
AUTHORIZED BY (PRINT NAME AND TITLE): _____

SIGNATURE: _____

DATE: _____

ATTACHMENT 1: RELEASE MAP

Document Path: \\moundbra\W\G\T\DATA\GIS\CD\00_2013-Older Projects\116418_LPG\3626-2B Beacon Lakes CDD-Mitigation Assistance_Annual Monitoring\Maps_Dept of Regulatory and Economic Resources\15-0819--BeaconLakes DeptRegEco-PropRelease.mxd



The information included on this graphic representation has been compiled from a variety of sources and is subject to change without notice. Kleinfelder makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a land survey product nor is it designed or intended as a construction design document. The use or misuse of the information contained on this graphic representation is at the sole risk of the party using or misusing the information.

Section 35, Township 53 South, Range 39 East

Source: 2015 RGB 1.0-foot Orthophotos obtained from the FDOT, Surveying and Mapping Office, Image Services in the form of MrSid format.



PROJECT NO.	00116418.000A
DRAWN:	8/19/2015
DRAWN BY:	NL
CHECKED BY:	ACP
FILE NAME:	15-0819--BeaconLakes DeptRegEco-PropRelease.mxd

WETLAND MITIGATION AREA
RELEASE MAP

BEACON LAKES
MIAMI-DADE COUNTY, FLORIDA
DEPARTMENT OF REGULATORY AND
ECONOMIC RESOURCES

FIGURE

-

3D.

SERVICE AGREEMENT
(Landscape Maintenance - Expansion Area)

THIS SERVICE AGREEMENT (this “Agreement”) is entered into as of _____, 2019, by and between **BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 210 North University Drive, Suite 702, Coral Springs, Florida 33071 (hereinafter referred to as “District”) and **SUPERIOR LANDSCAPING & LAWN SERVICE, INC.**, a Florida corporation, whose principal address is 2200 NW 23rd Avenue, Miami, Florida 33142 and whose mailing address is P.O. Box 35-0095, Miami, Florida 33135-0095 (hereinafter referred to as “Contractor”).

WITNESSETH

WHEREAS, District has the full right and authority to enter into this Agreement and all actions necessary to do so have been duly taken; and

WHEREAS, District desires to have Contractor provide the services set forth below for the property owned by the District or which the District is responsible for maintaining, as described on Exhibit A (the “Property”), and Contractor is willing to provide such services on the terms and conditions set forth in this Agreement and Contractor’s proposal referenced as the Landscaping Maintenance Agreement, dated September 4, 2019, attached hereto and made a part hereof as Exhibit B (the “Proposal”); and

WHEREAS, Contractor represents that it possesses the necessary equipment, skill, labor, materials, and expertise to perform the Services, as later defined; and

WHEREAS, Contractor acknowledges that District has entered into a separate agreement with a project manager (the “Project Manager”) to manage this Agreement on behalf of the District.

NOW, THEREFORE, in consideration of the mutual promises herein contained, District and Contractor agree as follows:

1. **Services to be Performed.** Contractor shall perform the services described on Exhibit B attached hereto and made a part hereof (the “Recurring Services”) for the Property in accordance with the schedule and in the manner specified in Exhibit C and any other Non-Recurring services as requested from time to time, the Recurring Services and the Non-Recurring Services being collectively defined as and referred to as the “Services.” The Services shall be performed in a manner keeping with the character and quality of the Property and shall conform to all rules and regulations promulgated by District from time to time. Contractor has carefully examined the Property and improvements identified in Exhibit A, where Services are to be provided and has made sufficient tests and other investigations to fully satisfy Contractor as to site conditions so that all costs pertaining to the provision of such Services have been included in the Contractor’s Proposal and the Consideration referenced in Paragraph 2 of this Agreement. For purposes of this Agreement, the Project Manager is currently Prologis, Maricela Rodriguez, 8355 NW 12th Street, Doral, FL 33126, Phone: (305) 392-4273, Email: mrodriguez@prologis.com. District agrees to provide notice to Contractor within a reasonable time after the appointment of, hiring of, or contracting with a new Project Manager.

2. **Consideration.** In consideration of Contractor’s providing the Services, District shall pay Contractor monthly the amount set forth on Exhibit A. Contractor shall send the Project Manager a bill each month for Services rendered for the previous month together with any back-up documentation reasonably requested by District or Project Manager. District shall pay such bill to the extent payment is due and owing under the terms of this Agreement within thirty (30) days after receipt. If this Agreement commences on a day other than the first day of a month or terminates on a day other than the last day of a month, the amount set forth on Exhibit A shall be prorated for the month in which the Agreement commences or the month in which the Agreement terminates, as the case may be. Any additional compensation for additional duties or work shall be paid only if Contractor has first obtained prior written authorization from the District Manager or Project Manager before initiating such work.

3. **Term.** The term of this Agreement shall commence on the date set forth on Exhibit A and shall continue thereafter until the (1st) anniversary of the date of this Agreement unless earlier terminated by either party as set forth below. The Agreement shall thereafter continue to automatically renew for renewal

terms of one year each, unless otherwise terminated as provided for herein. District may terminate this Agreement at any time, for convenience and at District's discretion by giving Contractor thirty (30) days' prior written notice of such termination. Contractor may terminate this Agreement at any time by giving District ninety (90) days' prior written notice of such termination. In addition, either party may terminate this Agreement on ten (10) days' prior written notice if the other party is in default hereunder and such default is not cured within such ten (10) day period.

4. **Personnel.** Contractor shall supply an adequate number of employees who have been thoroughly trained by Contractor and are competent to perform the Services required hereunder. All employees used by Contractor in providing the Services shall be bondable and have been screened by Contractor in order to prevent the use of persons with criminal records, past employment troubles or similar problems. The personnel provided shall be supervised and directed by a supervisor approved by District, who shall be trained and duly qualified to act in such capacity. All personnel shall be properly uniformed or suitably attired as approved by District. Contractor agrees to maintain good order and shall be responsible for the good behavior of its employees while on the Property. In the event that District in the exercise of its reasonable discretion shall deem an employee unacceptable or unsatisfactory, Contractor shall remove such employee from the work force assigned to the Property and shall supply a replacement therefore reasonably acceptable to District.

5. **Employee Obligations.** In no event shall District or Project Manager be deemed the employer of Contractor's employees or have any obligations with respect to such employees. Contractor agrees that it is solely responsible for all payments due or to become due to all its employees or material suppliers, including the withholding and payment of appropriate taxes and the compliance with any and all worker's compensation laws or other employer obligations or requirements with respect to its employees.

6. **Supplies and Equipment.** Any and all supplies, equipment, uniforms and materials which may be necessary to perform the services required hereunder shall be furnished by Contractor at no additional cost or charge to District. All such material and supplies shall be of first quality only and shall meet the specifications, if any, set forth in Exhibit B and in Exhibit C. In no event shall Contractor use hazardous or dangerous materials on the Property without the prior written consent of District or Project Manager. Contractor agrees to pay promptly for all materials furnished or labor performed in connection with its work under this Agreement. Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties (defined below) from and against and to keep the Property free and clear of any and all claims, liens and liabilities (including costs, expenses and attorneys' fees, paralegals' fees and disbursements of defending such claims) ("Claim(s)") arising or alleged to have arisen from any Claim by any laborer, materialmen or subcontractor for materials furnished or labor performed in connection with the Services. Contractor agrees to execute such affidavits, lien waivers and similar documents as may be required by the District or Project Manager incident to the making of payments to Contractor under this Agreement.

7. **Compliance with Laws and Regulations.** Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations in connection with the performance of its services and obligations under this Agreement and shall, at its expense, obtain all licenses and permits required in order to perform the Services at the Property. Without limiting the foregoing, Contractor shall be responsible for causing all Services to be performed in compliance with the Occupational Safety and Health Act of 1980 and similar laws, and Contractor shall be solely responsible for the health and safety of all persons providing the Services. Contractor shall immediately notify District and Project Manager if Contractor receives notice of the violation of any laws, ordinances, rules or regulations in the performance of the Services and shall cause such violation to be immediately corrected.

8. **Indemnification.** To the fullest extent permitted by law, Contractor shall fully protect, indemnify, and save harmless and defend District, Project Manager, and their respective direct and indirect owners, and any of each of their respective past, present or future, direct or indirect, shareholders, partners, members, managers, principals, directors, officers, employees, agents, incorporators, affiliates or representatives (collectively the "Indemnified Parties"), from and against any and all losses, costs, damages, injuries, liabilities, liens, demands or penalties of every nature whatsoever, including court costs and reasonable attorneys' fees, arising out of claims by third parties and resulting from: (a) any act or omission or negligence of Contractor or its subcontractors or their agents or employees, regardless of whether it was caused in part by the passive conduct, vicarious negligence or implied omission of any of the Indemnified Parties; (b) any breach of this Agreement by Contractor or any of its subcontractors; or (c) an infringement of any patent arising out of or in connection with the performance of the Services or the use of materials and equipment furnished for or in connection with the Services. Nothing herein shall constitute a waiver or the protections and immunities afforded District, its officials, employees, agents, and officers under Section 768.28, Florida Statutes. This

provision replaces and supersedes any indemnify or hold harmless provisions set forth in any of the exhibits to this Agreement.

9. Waiver. To the extent permitted by law, Contractor waives any and all claims by Contractor and its subcontractors for damage to property suffered or incurred by Contractor or its subcontractors in connection with this Agreement or the performance of the Services. District waives any and all claims for damage to the Property arising out of the acts or omissions of Contractor and its subcontractors in the performance of the Services to the extent such damage is covered by Contractor's insurance.

10. Protection of Property and Public.

(a) Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Services provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

(b) Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Services, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Services are being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about unfinished Services, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

(c) Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

(d) Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

11. Insurance. Contractor shall at all times carry and maintain, at the Contractor's sole expense:

(a) workers' compensation insurance covering all of its employees in the amount required by applicable statute and Employers Liability coverage of at least \$100,000 each accident, \$100,000 disease – each employee and \$500,000 disease – policy limit. Such insurance shall contain a waiver of subrogation by the insurer in favor of the District;

(b) commercial general liability including premises operations, independent contractors completed operations and blanket contractual liability with combined single limits for bodily injury and property damage of not less than the applicable amounts in connection with the Service performed hereunder as more fully described on the attached Exhibit D. Such liability insurance shall be endorsed to name District and Project Manager as additional insured; be underwritten on an occurrence and not a claims-made basis; and must serve as primary insurance for the District or Project Manager and any insurance carried by District and Project Manager shall be excess and noncontributory; and

(c) automobile liability insurance including owned, hired and non-owned automobiles with combined single limits for bodily injury and property damage of not less than \$500,000 per occurrence.

Any company writing any of the Contractor's insurance policies shall have an A.M. Best rating of not less than A-VIII. Before Contractor performs work at or on the Property or delivers materials to the Property, Contractor shall furnish District with certificates of insurance and said certificates shall provide that insurance will not be cancelled or reduced without thirty (30) days prior written notice to District and Project Manager. Contractor shall maintain all of the foregoing insurance coverage in full force and effect until the Services are fully completed. The requirements for carrying the foregoing insurance shall not derogate from the provision for indemnification of District or Project Manager by Contractor.

12. Assignments: Binding Effect. This Agreement may not be assigned by Contractor nor may Contractor subcontract or delegate any of the Services without the prior written consent of District. District may, at any time, assign this Agreement to any successor or assign without the consent of Contractor.

13. Notices. All notices or other writing in this Agreement provided to be given shall be deemed to have been fully given, made or sent (i) two (2) business days after being deposited in the United States mail, certified or registered, and postage prepaid, (ii) upon delivery if delivered by hand or by a nationally recognized overnight courier service, and (iii) upon telecopied confirmation of receipt if sent by facsimile with a copy sent by U.S. Mail. All notices to the Contractor shall be sent to the address as listed on page 1 of the Agreement, and all notices to District shall be sent to Beacon Lakes Community Development District, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, Attention: District Manager, with a copies to Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Sixth Floor, Fort Lauderdale, Florida 33301, Attention: Dennis E. Lyles, Esq. and to: Prologis, 8355 SW 12th Street, Doral, Florida 33126 . The address to which any notice or other writing may be given, made or sent to either party, may be changed by written notice given by such party as above described. Contractor shall, upon written request of District or Project Manager at any time and from time to time, furnish a statement as to the then current amount owed by District to Contractor under this Agreement.

14. Relationship of the Parties. Contractor is an independent contractor. Under no circumstance shall Contractor in the performance of its obligations hereunder be deemed or considered to be acting as a servant, agent, employee, partner or joint venturer of District or Project Manager and in no event shall Contractor have any right or authority to act on behalf of or bind District or Project Manager.

15. Audit; Records Retention.

(a) District shall have the right to audit the books, records, and accounts of Contractor related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

(b) Contractor shall preserve and make available, at reasonable times for examination and audit by District, all records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by District to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for District's disallowance and recovery of any payment upon such entry.

(c) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor

keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

(d) Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**INFRAMARK, LLC
210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071
TELEPHONE: (954) 603-0033
EMAIL: SANDRA.DEMARCO@INFRAMARK.COM**

16. Conflicts. Should there be a conflict between this Agreement and any of the exhibits attached hereto, this Agreement shall control. No contrary provisions in any invoices or other documents shall have any force or effect.

17. Amendments. This Agreement may only be amended by a written agreement signed by District and Contractor, and no action or inaction shall be deemed to be a waiver of or amendment to any of the terms hereof.

18. Severability. If any of the provisions in this Agreement are held to be unenforceable, the remaining provisions in this Agreement shall remain in full force and effect.

19. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the state where the Property is located.

20. Settlement of Claims. All claims against Contractor or the Indemnified Parties relating to the Property which are covered in whole or in part by insurance shall be forwarded by Contractor to District and Project Manager, and if requested by District, to the appropriate insurer with a copy to Project Manager. The defense of actions against any of the Indemnified Parties (including, without limitation, any aspect of any negligence claim against any of the Indemnified Parties or as to which the insurance company denies coverage or "reserves rights" as to coverage) shall be fully coordinated with District and designated counsel shall be selected and approved by District unless counsel shall have been designated by the insurance carrier defending the claim against Contractor, and/or any of the Indemnified Parties.

21. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this

Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect, followed in priority by Exhibit A, Exhibit C, Exhibit D, and Exhibit B, respectively.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

SUPERIOR LANDSCAPING & LAWN SERVICE, INC.,
a Florida corporation

CONTRACTOR **Date:** _____, **2019**

Signature: _____

Name: _____

Title: _____

Address: **P.O. Box 35-0095**
Miami, FL 33135-0095

305-634-0717

BEACON LAKES COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special purpose government
established pursuant to Chapter 190, Florida Statutes

By: _____

Print name: _____

Its: _____

Date: _____, 2019

EXHIBIT A

A. CONTRACTOR: SUPERIOR LANDSCAPING & LAWN SERVICE, INC., a Florida corporation

B. MAILING ADDRESS OF CONTRACTOR: P.O. Box 35-0095
Miami, FL 33135-0095
Phone: 305-634-0717
Fax: 305-634-0744

C. PROPERTY NAME AND ADDRESS – RECURRING SERVICES:

Beacon Lakes Community Development District – Expansion Area
Contractor shall provide landscape maintenance services to the Beacon Lakes Community Development District within the Expansion Area of the District in accordance with this Agreement. The service area includes NW 117 Place/Telemundo Way, starting at NW 25 th Street, NW 121 st Avenue, NW 21 st Street, NW 20 th Street, NW 17 th Street, NW 119 th Court, NW 118 th Place, and the offside roads (NW 14 th Street and NW 22 nd Avenue) ending at 12 th Street. In addition, the two (2) retention areas off of NW 117 Place/Telemundo Way (Folio #30-3936-008-0030 and 30-3936-008-0010) are included.

D. COMMENCEMENT: _____, 2019

E. EXPIRATION: One (1) year from commencement, with automatic one (1) year renewals unless terminated earlier.

F. COMPENSATION/FREQUENCY OF RECURRING SERVICES: Cost Per Month

Monthly Cost: \$5,444.67	Annually \$65,336.00
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COMPENSATION/FREQUENCY OF NON-RECURRING SERVICES: N/A

G. ADDRESS OF DISTRICT: 210 N. University Drive, Suite 702, Coral Springs, Florida 33071

H. ADDRESS OF PROJECT MANAGER: 8355 SW 12th Street, Doral, FL 33126

I. DISTRICT CONTACT AND PHONE NUMBER:
Ken Cassel, District Manager (954) 753-5841

J. PROJECT MANAGER CONTACT AND PHONE NUMBER:
Maricela Rodriguez (305) 392-4273

EXHIBIT B

Proposal



P.O. Box 35-0095
 MIAMI, FLORIDA 33135-0095
 OFFICE: 305-634-0717 FAX: 305-634-0744
 E-MAIL: SUPERLANDSCAPE@BELLSOUTH.NET

LANDSCAPING MAINTENANCE AGREEMENT

Date: September 4, 2019

Contract Submitted To: **Beacon Lakes Community Development District**
210 N. University Drive, Suite 702
Coral Springs, FL 33071
Attn: District Manager

Job Site: **(Option #2)**
ROW'S (117 PL 25th St to 12th St)
Miami, FL 33126

This **Landscaping Maintenance Proposal and Agreement** (hereinafter "Agreement") is made this _____ day of _____, 2019, by and between Superior Landscaping & Lawn Service, Inc whose address is P.O. Box 35-0095, Miami, Florida 33135-0095 (hereinafter, "Superior"), and **Beacon Lakes Community Development District**, whose address is **210 N. University Drive, Suite 702 Coral Springs, FL 33071**

(hereinafter, "Client").

1. Specification of services.

2.1 Mowing – 32 X per year

- A. The mowing cycle consists of **Thirty-two (32) times per year.**
- A. All leaves, litter and debris shall be removed from grass before mowing.
- B. All mowers blades shall be sharp enough to cut, rather than tear, grass blades.
- C. Mowing shall not be performed when weather or other conditions would cause damaged turf.
- D. All mowers are to be adjusted to the proper cutting height and level; to be measured from level grade surface to the parallel and level plane of the mower blade.

2.2 Edging – 32 x per year

- A. After each mowing, use a mechanical edger to edge to a neat uniform vertical line all grass abutting curbs, sidewalk, driveways, flush-paved surfaces, etc., as well as shrubs, ground covers beds, hedges, trees, etc.

SUPERIOR

LANDSCAPING & LAWN SERVICE, INC.

P.O. Box 35-0095
MIAMI, FLORIDA 33135-0095
OFFICE: 305-634-0717 FAX: 305-634-0744
E-MAIL: SUPERLANDSCAPE@BELLSOUTH.NET

2.3 Weed Control - 32 x per year

- A. Weed control will be performed on planted beds and tree wells by means of manual, mechanical and/or chemical means.

2.4 Litter Control - 32 x per year

- A. Litter and debris generated by contractors from the landscape maintenance service will be removed on every visit.
- B. Remove litter from street, walkways, planted beds and other adjacent surfaces on the same day as mowed.

2.5 Pruning Shrubs and Ground Cover Plants Bed Area Maintenance

- A. All shrubs and ground cover plants growing in the work areas shall be pruned, as required, to maintain plants in a healthy, growing, flowering condition and to maintain plant growth within reasonable bounds to prevent encroachment of passageways, walks, street, and view of signs up to 6' height.
- B. Bed Area Maintenance: The Contractor shall keep the bedded areas free of dead plants, leaves, and branches at all times. All beds shall be vertically edged, and kept weed free at all times.
- C. Shrubs: All shrub material shall be pruned **at least once per month** to insure the best shape, health, and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.
- D. Ground cover: All groundcover material shall be pruned **at least once per month** to insure the best shape, health, and character of the individual plant. Groundcover plants shall be selectively cut back to encourage lateral growth and kept inbounds and out of other plantings, walkways, lighting, etc. Mechanical trimmings may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.

2.6 Fertilizer Program

- A. The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

SUPERIOR
LANDSCAPING & LAWN SERVICE, INC.

P.O. Box 35-0095
MIAMI, FLORIDA 33135-0095
OFFICE: 305-634-0717 FAX: 305-634-0744
E-MAIL: SUPERLANDSCAPE@BELLSOUTH.NET

- B. Palms: The fertilizer for all palms shall meet proper horticultural standards with a complete fertilizer **two (2) times yearly** using a complete, slow release fertilizer with minor elements.
- C. Turf: Fertilize turf **two (2) times per year** with N<P<K that are appropriate for the time of year and results of soil testing, as applicable.
- D. Shrubs & Groundcover: Shrubs and groundcover areas will be fertilized **two (2) times per year** with an 8-10-10 formulated sulfur coated, slow release with micronutrients in a water soluble form, applied according to label rates.

All applications will be made in an even, uniform manner by competent personnel as stated by Manufacturer's instructions.

Contractor will perform watering of any fertilizer applied as required by Manufacturer's instructions.

2.7 Irrigation- 12 x per year

- A. The timers will be checked **once per month**. The Contractor will also, **once per month**, fully operate all the irrigation zones and clean all irrigation heads, line, valves, valve boxes, filters and controllers as needed.
- B. Any form of damage to the irrigation system will be reported to the Client immediately upon discovery. The cost for repairs is not included and will be considered reimbursable upon Owner's approval.

NOTE: Excluded from this contract is the following:

- **Holiday & weekends are not included in this agreement**

We hereby propose to furnish labor completely in accordance with the above specifications, for the sum of: \$5,444.67 per month at a yearly rate of: \$65,336.00

EXHIBIT C

(Recurring Services)

(See Exhibits A and Exhibit B)

EXHIBIT D

VENDORS/CONTRACTORS CATEGORIZED BY MINIMUM LIABILITY LIMIT REQUIREMENT:

\$1,000,000 per occurrence / \$1,000,000 aggregate:

Carpet and tile installers	Office Equipment Services
Drywall	Painters
Framers	Parking lot sweepers
Landscapers	Snow removal contractors
Lawn service	Tree installers
Low risk property maintenance services	

\$1,000,000 per occurrence / \$2,000,000 aggregate:

Concrete floor sealers	Plumbers
Housekeeping/janitorial	Security guards
HVAC contractors (installation and repair)	Sign companies and light post maintenance
Locksmith	Trash removers
Paving contractors	Window cleaners (single story – no mechanical equipment)

\$2,000,000 per occurrence / \$3,000,000 aggregate:

Concrete / masonry
Mudjackers
Pesticide services
Scaffolding
Welders

\$3,000,000 per occurrence / \$3,000,000 aggregate:

Alarm monitoring companies
Cable companies (interior)
Metal cleaners and Finishers
Sprinkler system service and repair
Window cleaners (roof mounted or mechanized ground base equipment)

\$5,000,000 per occurrence / \$5,000,000 Aggregate:

Asbestos abatement / hazardous material removal
Electrical maintenance
Elevator / escalator service and maintenance
Overhead and revolving door services

\$7,000,000 per occurrence / \$7,000,000 Aggregate:

Cable companies (exterior)
Roofers

Additional requirements:

Auto liability \$500,000 combined single limit

Worker's Compensation – state statutory limits and waiver of subrogation

District and Project Manager listed as additionally insured on commercial general liability

Project name(s) & address to be listed in “Description of Operations”

Maximum deductible for any of the above insurance coverage: \$25,000

Insurer must have Best Rating of A-VIII or greater

3E.

**FIRST AMENDMENT TO SERVICE AGREEMENT
(CROSSING SIGNAL MAINTENANCE AND INSPECTIONS)**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (the "First Amendment") is entered into as of the 5th day of November, 2019 (the "Effective Date"), by and between:

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, having an address of 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 (the "District");

and

AMERICAN TRACK GENERATIONS, LLC, a Delaware limited liability company authorized to do business in the State of Florida, d/b/a **AMERICAN TRACK**, f/k/a C.J. Bridges Railroad Contractor, LLC, whose principal address is 2488 Golden Triangle Boulevard, Fort Worth, Texas 76177, whose local address is 415 N. Prairie Industrial Parkway, Mulberry, Florida 33860, and whose mailing address is P.O. Box 676, Mulberry, Florida 33860 (the "Contractor").

WHEREAS, Contractor and District entered into a Service Agreement (Crossing Signal Maintenance and Inspections), dated February 1, 2018, with respect to the provision of maintenance and inspections of the railroad crossings throughout the District (the "Agreement"); and

WHEREAS, Contractor and District have agreed to amend the Agreement to acknowledge the merger of C.J. Bridges Railroad Contractor, LLC and American Track Generations, LLC, by which American Track Generations, LLC is the surviving entity, to update the Agreement accordingly, and to update the Project Manager.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The parties agree that the foregoing recitals are true and correct and are hereby incorporated into this First Amendment.

SECTION 2. Pursuant Articles of Merger submitted to the State of Florida in accordance with Section 605.1025, Florida Statutes, the parties acknowledge and agree that C.J. Bridges Railroad Contractor, LLC has merged with American Track Generations, LLC, and that the correct and legal name of the Contractor entity under this Agreement shall be AMERICAN TRACK GENERATIONS, LLC.

SECTION 3. Section 1, entitled "**Services to Be Performed**" of the Agreement is hereby amended as follows:

1. **Services to be Performed.** Contractor shall perform the services described on Exhibit B attached hereto and made a part hereof (the "Recurring Services") for the Property in accordance with the schedule and in the manner specified in Exhibit C and any other Non-Recurring services as requested from time to time, the Recurring Services and the Non-Recurring Services being collectively defined as and referred to as the "Services." The Services shall be performed in a manner keeping with the character and quality of the Property and shall conform to all rules and regulations promulgated by District from time to time. Contractor has carefully examined the Property and improvements identified in Exhibit A, where Services are to be provided and has made sufficient tests and other investigations to fully satisfy Contractor as to site conditions so that all costs pertaining to the provision of such Services have been included in the Contractor's Proposal and the Consideration referenced in Paragraph 2 of this Agreement. For purposes of this Agreement, the Project Manager is currently Prologis Management, ~~Incorporated~~ LLC. District agrees to provide notice to Contractor within a reasonable time after the appointment of, hiring of, or contracting with a new Project Manager. In connection with the Services provided by Contractor pursuant to this Agreement, Contractor shall furnish to the Project Manager inspection reports or detailed site visit reports, as the case may be within five (5) business days of each visit to the Property.

SECTION 4. Section 13, entitled "**Notices**" of the Agreement is hereby amended as follows:

13. **Notices.** All notices or other writing in this Agreement provided to be given shall be deemed to have been fully given, made or sent (i) two (2) business days after being deposited in the United States mail, certified or registered, and postage prepaid, (ii) upon delivery if delivered by hand or by a nationally recognized overnight courier service, and (iii) upon telecopied confirmation of receipt if sent by facsimile with a copy sent by U.S. Mail. All notices to the Contractor shall be sent to the address as listed on page 1 of the Agreement, and all notices to District shall be sent to Beacon Lakes Community Development District, 210 N. University Drive, Suite 702, Coral

Springs, Florida 33071, Attention: District Manager, with a copies to Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Sixth Floor, Fort Lauderdale, Florida 33301, Attention: Dennis E. Lyles, Esq. and to: Prologis Management, Incorporated LLC, 8355 SW 12th Street, Doral, Florida 33126, Attention: Beacon Lakes CDD Project Manager. The address to which any notice or other writing may be given, made or sent to either party, may be changed by written notice given by such party as above described. Contractor shall, upon written request of District or Project Manager at any time and from time to time, furnish a statement as to the then current amount owed by District to Contractor under this Agreement.

SECTION 5. Exhibit A to the Agreement is updated to change the Contractor and Project Information contained therein, which Exhibit A is attached hereto and made a part of this First Amendment and Agreement.

SECTION 6. Except as otherwise set forth in this First Amendment, all other terms of the original Agreement between the parties are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date.

CONTRACTOR:

AMERICAN TRACK GENERATIONS, LLC, a Delaware corporation authorized to do business in the State of Florida

Signature: Reid Forrest

Name: Reid Forrest

Title: Superintendent

Address: 415 N. Prairie Industrial Pkwy
Mulberry, FL 33860

Mailing: P.O. Box 676
Mulberry, FL 33860

Date: 11/27, 2019

DISTRICT:

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

By: [Signature]

Print name: Scott Gregory

Its: Chairman

Date: 11/5, 2019

EXHIBIT A

A. CONTRACTOR: AMERICAN TRACK GENERATIONS, LLC, d/b/a AMERICAN TRACK

B. MAILING ADDRESS OF CONTRACTOR: P.O. BOX 676, Mulberry, FL 33860

C. PROPERTY NAME AND ADDRESS – RECURRING SERVICES:

Beacon Lakes Community Development District	NW 17 th Street and NW 127 th Avenue Miami, FL 33182 – DOT 928526S	Inspection, Maintenance, and FRA compliance testing in connection with railroad crossing maintenance/compliance.
Beacon Lakes Community Development District	NW 12 Street and NW 127 th Avenue Miami, FL 33182 (inactive crossing)	Inspection, Maintenance, and FRA compliance testing in connection with railroad crossing maintenance/compliance.

RA 11/27/19

Battery Test only + report any findings each month

D. COMMENCEMENT: February 1, 2018

E. EXPIRATION: One (1) year from commencement, with automatic one (1) year renewals, unless terminated earlier.

F. COMPENSATION/FREQUENCY OF RECURRING SERVICES: Cost Per Month

RA 11/27/19

<i>Per Inspection</i>	<i>Estimated</i>
Monthly Cost: \$1,546 00	Annually \$18,552.00 <i>\$20,098.00</i>
Total Cost Per Month \$1 546 00	Total Annual \$18,552 00

COMPENSATION/FREQUENCY OF NON-RECURRING SERVICES: N/A

G. ADDRESS OF DISTRICT: 210 N. University Drive, Suite 702, Coral Springs, Florida 33071

H. ADDRESS OF PROJECT MANAGER: 8355 SW 12th Street, Doral, FL 33126

I. DISTRICT CONTACT AND PHONE NUMBER:
Ken Cassel, District Manager (954) 753-5841

J. PROJECT MANAGER CONTACT AND PHONE NUMBER:
Prologis Management, LLC (305) 477-8700